

**TOWN OF BLOOMING GROVE
NOTICE TO BIDDERS
GARBAGE COLLECTION CONTRACT**

NOTICE IS HEREBY GIVEN that sealed bids for: Garbage and Refuse Collection Contract, hereinafter (Bid Item), will be received by the Town of Blooming Grove at the office of the Town Clerk, 6 Horton Road, Blooming Grove, New York 10914, until 11:00 o'clock AM on November 3, 2017, and then be publicly opened and read aloud.

Copies of the Information for Bidders, Bid Proposal Form, and Specifications may be obtained at the Office of the Town Clerk. Bids must be submitted on official forms and in sealed envelopes at the above address and shall bear on the face thereof the name and address of the bidder, designation of the Bid Item exactly as specified above and "Town of Blooming Grove".

The Town reserves the right to reject any and/or all bids and/or to re-advertise for new bids. Bids shall be awarded in accordance with General Municipal Law §103.

Dated: October 18, 2017

BY ORDER OF THE TOWN BOARD
DARLENA E. DECKER, TOWN CLERK

**TOWN OF BLOOMING GROVE
GARBAGE, REFUSE, AND RECYCLABLE COLLECTION BIDS
SUMMARY**

The Town Board of the Town of Blooming Grove, County of Orange, New York, invites the submission of sealed bids for garbage and refuse collection from all single-family and two-family residences in the Town of Blooming Grove, including the Village of Washingtonville and Village of South Blooming Grove (the "Town"), but excluding the existing Mt. Lodge Garbage District. This contract includes condominiums, such as the Rolling Hills condominium, but does not include multiple dwelling apartments. Each bidder must submit alternative bids as follows:

Alternative 1: Once weekly collection from all single-family and two-family residences in the Town. In the event of a change in landfill tipping fees, the contract amount will be adjusted accordingly. This Alternative shall include once weekly recyclables collection on the same day as the regular garbage collection and shall also include bulk items collection. Bulk items shall be collected from April 1 through December 31 of each contract year. Each dwelling unit shall be permitted to place one bulk item for collection per week and the Contractor shall collect each such bulk item on the same day as the regular garbage collection.

Alternative 2: Once weekly collection from all single-family and two-family residences in the Town. In the event of a change in landfill tipping fees, the contract amount will not be adjusted. This Alternative shall include once weekly recyclables collection on the same day as the regular garbage collection and shall also include bulk items collection. Bulk items shall be collected from April 1 through December 31 of each contract year. Each dwelling unit shall be permitted to place one bulk item for collection per week and the Contractor shall collect each such bulk item on the same day as the regular garbage collection.

Alternative 3: Once weekly collection from all single-family and two-family residences in the Town. In the event of a change in landfill tipping fees, the contract amount will be adjusted accordingly. This Alternative shall include once weekly recyclables collection on the same day as the regular garbage collection and shall also include bulk items collection two (2) times during the contract year (spring/fall, date to be determined by Town).

Alternative 4: Once weekly collection from all single-family and two-family residences in the Town. In the event of a change in landfill tipping fees, the contract amount will not be adjusted. This Alternative shall include once weekly recyclables collection on the same day as the regular garbage collection and shall also include bulk items collection two (2) times during the contract year (spring/fall, date to be determined by Town).

Bidders must submit prices for all Alternatives.

Bids must be submitted as the price per dwelling unit per month.

For informational purposes only, there are approximately 4,895 single-family dwelling units and 110 two-family dwellings (220 units) in the Town.

The Mt. Lodge Garbage District is excluded from this contract. This District comprises Town Tax Map sections 22-37, as generally shown on the annexed map.

The Contractor must comply with all laws, rules and regulations governing solid waste collection, transport, disposal and all related matters.

The initial term of the contract commences January 1, 2018, and ends on December 31, 2018. The contract contains four (4) option years at the Town's sole option. Bids must be submitted for each of the five (5) years. Specifications and other contract/bid documents are attached.

**INFORMATION FOR BIDDERS
REQUIREMENTS OF BID AND DELIVERY**

ALL BIDS MUST BE SUBMITTED ON THE FORMS ANNEXED HERETO AND IN ACCORDANCE WITH PROVISIONS CONTAINED HEREIN.

1. Receipt and Opening of Bid.

The TOWN OF BLOOMING GROVE invites bids for the "Bid Item" specified in the "Notice to Bidders" as detailed in the specifications attached hereto. Bids will be received at the office of the Clerk until the time stated in the Notice to Bidders, and then at said place will be publicly opened and read aloud. Bids received after the specified time will not be considered. A bid may be withdrawn prior to the specified time for public opening. No bid may be withdrawn after the time set for public opening.

2. Preparation of Bid.

a. **Sealed envelope.** Each bid shall be submitted in a sealed envelope. The envelope shall have the following information on the outside:

(1). **Bid for: Garbage and Refuse Collection
Town of Blooming Grove.**

(2). **The name and address of the bidder. Bids which are forwarded by mail must be enclosed in another envelope addressed as follows:**

Town of Blooming Grove 6 Horton Road, P. O. Box 358 Blooming Grove, NY 10914	Proposal for: Garbage and Refuse Collection
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b. **Bid Proposal.** All blank spaces on the bid proposal form must be filled in. Prices must be specified in both words and figures. Bid proposals must be signed by the bidder and properly acknowledged as specified on the form. Proposals which are incomplete, conditional or obscure, or which contain additions not called for, erasures, alterations, ambiguities or irregularities of any kind may be rejected as informal.

c. **Non-Collusion Certification.** Each bid must be accompanied by a non-collusion certification as required by General Municipal Law Section 103-d. The certification shall be signed by the bidder. A copy of non-collusion certification is annexed hereto.

d. **Bid Security.** Each bid must be accompanied by bid security in the form of a bid bond or certified or cashiers check payable to the Town in the amount set forth in the Specifications. Bid securities will be returned within seven (7) days after opening of the bids, to all Bidders except the three Bidders the Town believes to have a reasonable chance of receiving the award if the bid, and the remaining securities will be returned to the unsuccessful bidders within 45 days of the bid opening. If the successful bidder abandons the

e. bid by failing to timely perform the requirements of the bid, including execution of any agreements and/or failure to post any required performance bonds, the bid security will be forfeited to and retained by the Town. In addition, the Town shall be entitled to liquidated damages of the difference between the forfeited security and the additional cost to the Town by reason of the abandonment.

Bid Checklist.

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|------|---------------------------------------|-------|
| (1). | Scaled envelope properly labeled | (✓) |
| (2). | Bid proposal form | (✓) |
| (3). | Non-collusion certification | (✓) |
| (4). | Bid Security- Bond or certified check | (✓) |

3. Addenda and Interpretation.

No interpretation of the meaning of the specifications or other pre-bid documents will be made to any bidder orally. Every request for such interpretations should be in writing addressed to the Clerk of the Town of Blooming Grove, 6 Horton Road, P. O. Box 358, Blooming Grove, New York 10914, and to be given consideration must be received at least five (5) days prior to the date fixed for the opening bids. Any and all such interpretations and any supplemental instructions will be in the form of a written addendum to the specifications which, if issued, will be mailed by certified mail with return receipt requested to all prospective bidders (at respective addresses furnished for such purposes), not later than three (3) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid submitted. Any addenda so issued shall become part of the contract documents.

4. Deviations from Specifications.

Minor deviations from specifications need not be specified. Major differences or variances from specifications shall be listed separately from the proposal, and enclosed with the proposal and made a part hereof.

5. Duration of Bid.

Prices and bids shall remain firm and effective for at least forty-five (45) days from date of opening of bids.

6. Performance Bond.

A performance bond is required. Please check the General Requirements or Specifications for details.

7. Bid Price.

The prices quoted are to include the complete cost of the work or items bid including all charges, taxes, and all other incidental charges. It is expressly called to the bidders attention that bids are to be complete in all respects as regards materials, equipment or work to be furnished under this contract, and that no extras of any kind be allowed.

8. Taxes.

The bid price shall not include any excise, sales or other taxes from which the Town is exempt.

9. Qualifications of Bidders.

Bidders must have appropriate experience or acquired knowledge in or about servicing the Town residents with garbage and refuse collection services. The Town may make such investigations as it deems necessary to determine the ability of the bidder to perform the work or supply the items, and the bidder shall furnish the Town all such information and data for this purpose as the Town may request. The Town reserves the right to reject any bid if the evidence submitted by or investigation of, such bidders fails to satisfy the Town that such bidder is properly qualified to carry out the obligations of the contract or supply the items, and to complete the work contemplated therein. Conditional bids will not be accepted.

The bidder shall submit with its bid proposal to Town the following:

- a. A brief explanation of bidder's technical qualifications to complete the scope of work outlined in the RFP.
- b. The organization, material, equipment, facilities, and personnel resources and expertise (or the ability to obtain them) necessary to carry out the work and to comply with the delivery or performance schedules set out in the RFP taking into consideration other business commitments.
- c. Documents demonstrating a satisfactory record of performance and business integrity.
- d. Name, address, telephone number and qualifications of all persons who will perform the terms and conditions of the contract.
- e. Audited annual financial statements, or equivalent, to demonstrate financial stability satisfactory to the Town.
- f. All relevant experience, including the names and contact information of 3 to 5 municipal clients as references and the length of time of client relationship.
- g. Upon request of the Town Board, the bidder shall allow authorized representatives of the Town full and free access to bidder's garages and permit inspections of the equipment and vehicles used in performance of the work.

10. Statement of Equality.

Reference made to trade means, manufacturers names, minute details and/or methods of manufacture, including material specifications and/or model numbers in the specification affixed hereto is merely intended to indicate a standard of excellence and/or to more suitably detail and explain the type of product desired. Variations from specifications which do not materially affect the operational capability, the ease of maintenance, the physical ability to fit into space availability, the long time operational economies and/or spare parts stock and/or procurement shall not preclude the products of and/or all manufacturers from being given due consideration in respect to the award of the contract. The Town reserves the right to approve all proposed "equals".

11. Town's Reservation of Rights.

The contract will be awarded to the lowest responsible bidder furnishing the required security, subject, however, to Chapter 5 of the Town Code, titled "Best-Value Contracts". The Town reserves the right to select the bid proposal, or any separate part thereof if separable, the acceptance of which will best serve the interest of the Town or to reject any and all bids and to readvertise for bids. The Town specifically reserves the right to waive any informalities in the bids tendered.

12. The Town reserves the unqualified right, in its sole and absolute discretion, to reject all bid proposals, to undertake discussions and modifications with one or more of the bidders and to proceed with a bid proposal or modified proposal, if any, which in its judgment will under all circumstances serve the public interest. **Selection Criteria**

The town will use the following criteria, in on order of importance, as a guideline to review each proposal, if appropriate, to select a Contracting Vendor:

- Bidder's demonstrated experience to carry out its proposal;
- Bidder's financial strength;
- A satisfactory record of performance and business integrity, including compliance with prevailing wage laws;
- Potential financial benefit to the Town based on a cost/benefit analysis of the proposal; and
- The level of detail and credibility of the Proposal, including evaluation of key personnel who will be carrying out the scope of work.

NOTE: Other requirements are found in the Specifications annexed hereto.

**TOWN OF BLOOMING GROVE
BID SPECIFICATIONS FOR
GARBAGE AND REFUSE COLLECTION CONTRACT**

1. The Town of Blooming Grove is accepting bids for a garbage collection and disposal contract for the Town's Garbage District No. 2. This service area comprises the entire Town (including the Villages of Washingtonville and South Blooming Grove), but excluding the Mt. Lodge Park area. This is a multi-year contract. The initial term shall be for one year (Year 1), commencing on January 1, 2018, and ending on December 31, 2018. The contract may be extended annually at the Town's sole option for one (1) to four (4) additional one-year terms (Years 2, 3, 4 and 5.) The Town will endeavor to give written notice of a contract extension forty-five (45) days prior to the end of the then-current term.

The bidder must submit a price for Year 1, Year 2, Year 3, Year 4 and Year 5.

2. **Alternative 1.** Once weekly collection from all single-family and two-family residences in the Town. In the event of a change in landfill tipping fees, the contract amount will be adjusted accordingly. This Alternative shall include once weekly recyclables collection on the same day as the regular garbage collection and shall also include bulk items collection. Bulk items shall be collected from April 1 through December 31 of each contract year. Each dwelling unit shall be permitted to place one bulk item for collection per week and the Contractor shall collect each such bulk item on the same day as the regular garbage collection.

Alternative 2. Once weekly collection from all single-family and two-family residences in the Town. In the event of a change in landfill tipping fees, the contract amount will not be adjusted. This Alternative shall include once weekly recyclables collection on the same day as the regular garbage collection and shall also include bulk items collection. Bulk items shall be collected from April 1 through December 31 of each contract year. Each dwelling unit shall be permitted to place one bulk item for collection per week and the Contractor shall collect each such bulk item on the same day as the regular garbage collection.

Alternative 3. Once weekly collection from all single-family and two-family residences in the Town. In the event of a change in landfill tipping fees, the contract amount will be adjusted accordingly. This Alternative shall include once weekly recyclables collection on the same day as the regular garbage collection and shall also include bulk items collection two (2) times during the contract year (spring and fall, dates to be determined by Town).

Alternative 4. Once weekly collection from all single-family and two-family residences in the Town. In the event of a change in landfill tipping fees, the contract amount will not be adjusted. This Alternative shall include once weekly recyclables collection on the same day as the regular garbage collection and shall also include bulk items collection two (2) times during the contract year (spring and fall, dates to be determined by Town).

The bidder must submit a price for all Alternatives.

In order for the Town to properly evaluate Alternatives 1 and 3 bids, each bidder shall submit with its bid the bidder's itemized estimates of the weight in tons of: (a) refuse, garbage and recyclables; and (b) bulk items collected in the Town, and shall submit its actual tipping fees per ton, together with its landfill disposal agreement(s). Said weight estimates may be amended at any time by the Contractor, provided the Contractor supplies reasons to the Town to support such amendment. The Contractor's estimate must be approved by the Town and such approved estimate, or actual weights, if required by the Town, will be used by the parties to calculate any adjustment in contract price due to a change in tipping fees. The Contractor is required to provide documented evidence of any change in tipping fees and, in the event of an increase in tipping fees, the Contractor must provide documented evidence of its efforts to locate an alternative disposal site. Any increase in tipping fees for which the Town is responsible to pay shall not exceed the increase in fees incurred by the Contractor. If tipping fees decrease, the Contractor is required to notify the Town in writing immediately.

3. Each bid shall be accompanied by a certified check or bid bond from a domestic carrier licensed to do business in the State of New York in an amount not less than \$100,000.

4. The successful bidder shall be required to provide to the Town prior to the execution of the contract a performance bond in the form of a certified check, letter of credit or surety bond issued by a domestic carrier licensed to do business in the State of New York. Said bond must be approved by the Town. The performance bond amount and term must be in an amount of 50% of the Year 1 total bid price and must secure performance for Year 1, provided that a new or amended performance bond is provided annually to secure performance for the following contract year in an amount of 50% of the following year's contract price, which bond shall be provided to the Town at least 30 days prior to commencement of the following contract year.

5. The bidder shall have at least two (2) years of business experience in the field of garbage collection and removal.

6. If the successful bidder to whom a contract has been awarded fails to furnish the required proof of insurance coverage or performance bond, or to execute the contract as required by these specifications, such failure shall be sufficient cause to annul the resolution awarding the contract, whereupon the bid bond shall be forfeited to and become the property of the Town of Blooming Grove as liquidated damages and not a penalty. In addition, the Town shall be entitled to recover as damages the difference between the forfeited security and all additional costs, to the Town, including reasonable attorney's fees, arising or resulting from any such failure.

7. The contract is attached to the bidding documents. The terms set forth therein are part of the bidding documents. Execution of the contract by the successful bidder is a formality, it being understood and agreed that the bid and award of bid constitute a contract.

8. The successful bidder shall be prepared to, and agrees to, commence collection on January 1, 2018, unless otherwise agreed by the parties.

SCOPE OF WORK

1. **Collection and Disposal Required.** The Contractor agrees to properly collect and remove, transport and dispose garbage, refuse, recyclables and bulk items at the frequency set forth in this contract. The Contractor shall collect from the side of the roadway all such materials packaged in accordance with County and Town regulations. The successful bidder shall provide one (1) 95-gallon toter for garbage and one (1) 95-gallon toter for recycling per dwelling unit. The Contractor's monthly invoice shall include a unit cost per toter and an estimated monthly gross weight per toter.

Any additional toter collected per dwelling unit by Contractor shall be at the Contractor's expense.

2. **Responsibility of Contractor for excess toters.** In no event shall the cost of providing and collecting additional toters in excess of the two (2) 95-gallon toters identified in item #1 be passed on to the Town ("excess toters"). All tipping fees associated with excess toters shall also be the sole responsibility of the Contractor. The Contractor may contract with individual residents separately for such services but in no event shall the Town be a party to or responsible in any way for such additional services.

3. **Contractor reporting.** The Contractor shall provide the Town with an accounting of the gross weight of all refuse collected pursuant to this Agreement in such form and frequency as determined by the Town Board. To ensure that any cost for collection and disposal of refuse from "excess toters" is not charged to the Town, the report shall separately identify the accumulated gross weight of all "excess toters" refuse collected, if any.

4. **Collection From All Roads.** The Contractor shall collect such materials from residences which front upon or have driveway access to all roadways in the Town, including private roads. Each bidder is responsible for familiarizing itself with the location of all roadways and residences.

5. **Labor and Equipment.** The successful bidder shall furnish and properly maintain at its own expense and without liability to the Town, all labor, equipment, vehicles, tools, materials and transportation necessary and proper to provide an adequate and uninterrupted garbage collection service during the contract term in accordance with all terms, conditions, and requirements set forth.

6. **Days of Collection.** The day(s) of collection garbage and recyclables shall be mutually agreed by the parties upon award of the contract. No collection shall be made on Saturdays or Sundays.

7. **Time of Collection.** Collection shall start not earlier than 6:00 A.M. and shall be completed by 6:00 P.M. each day, unless express permission is given by the Town for a later hour. No garbage trucks shall enter the Town's streets for collection prior to 6:00 A.M.

8. **Recycled Materials Collection.** Materials designated to be recycled by the County of Orange and other applicable regulations shall be collected once (1) per week in accordance with applicable regulations. Recyclables collection shall be on the same day as garbage collection at no additional cost.

9. **Holidays.** No collection shall be made on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. In the event the mandatory collection day falls on a national holiday, collection shall take place the following day. The Contractor shall provide the Town with a list of said national holidays at the time of delivery of the contract.

10. **Notice of No or Late Collection.** If for any other reason the Contractor cannot collect or will be late collecting on any day, he shall notify the office of the Receiver of Taxes immediately. This provision shall in no way be interpreted to allow any change in collection days, but is included to impose a duty on the Contractor to keep the Town promptly informed if changes resulting from matters, such as inclement weather, beyond the Contractor's control.

11. **Collection of Bulk Refuse.** The Contractor shall pick up from residences and properly dispose all large bulk refuse at no additional charge. Based on Alternatives 1 and 2, from April 1 through December 31 of each year, each dwelling unit shall be permitted to place one bulk item for collection per week and the Contractor shall collect each such bulk item on the same day as the regular garbage collection. Based on Alternatives 3 and 4, collection shall include bulk items collection two (2) times during the contract year. The Contractor shall collect materials such as, but not limited to, refrigerators, washing machines, clothes dryers, stoves, hot water boilers, baby carriages, furniture and other household items from all residences served under this contract. The collection of such items shall be made in accordance with all applicable rules and regulations.

12. **Due Care.** The Contractor must use due care in collection and disposal of garbage and refuse, both in handling receptacles and in transportation of said materials. The Contractor shall place all garbage cans back into a garbage can enclosure where provided. The Contractor shall not leave any garbage cans in the road. The Contractor is responsible for all damage to receptacles and enclosures and must clean up all spilled materials or scattered papers or other materials caused by carelessness on the part of the Contractor's employees in handling the materials or caused by the discharge of any materials from trucks during transportation. The Contractor must instruct his employees to be courteous at all times while performing the work. Any differences arising between the Contractor or his employees and the residents of the Town must be settled satisfactorily by the Contractor. Any such difference or dispute concerning performance of the work not satisfactorily resolved shall be decided by the Town and that decision shall be binding. Work shall continue notwithstanding such dispute.

13. **Vehicles of Contractor.** The successful bidder shall submit a statement with the proposal showing the number, make and capacity of trucks to be used in the performance of the work. All vehicles shall be watertight and shall

be so constructed that materials shall not fall on the highways. Covers shall be provided so that materials shall not blow or fall from the vehicles and such vehicles shall be kept covered. The vehicles shall be kept washed and disinfected daily, and shall at all times be subject to the approval of the Orange County Department of Health, New York State Department of Health or any other regulatory agency. The Town Board reserves the right to prohibit the use of any vehicle in the performance of the services that, in the opinion of the Town Board, is not suitable or properly maintained for transportation of the materials contemplated herein. All trucks shall be numbered and shall have the name of the collector and truck number on both sides of the truck, in letter at least four (4) inches in size.

14. **Transportation of Materials Collected.** The successful bidder shall transport all materials in accordance with law and so as to prevent odors or the dropping of any such matter upon streets, private property, or public places. The Contractor shall load all material directly onto the truck; leave all places clean after collecting and loading; and shall be responsible for any spillage while collecting, loading; or transporting the same.

15. **Disposal of Materials.** The Contractor shall dispose of all materials collected at a permitted and lawful disposal site and shall comply with all laws, regulations and rules concerning the disposal of solid waste.

16. **Payment.** Payment will be made to the Contractor on a monthly basis, based on the bid price and payable not later than the fifteenth day of each month for the preceding month's work upon approval of a voucher submitted on the first day of the month in which payment is sought.

17. **Inspection.** The Town Board shall have the right to appoint or designate inspectors for the purpose of ascertaining whether or not the Contractor is performing the terms of this contract and the Contractor shall allow the inspectors free access to any and all equipment of the Contractor at all times.

18. **Disposal Information.** The Contractor shall provide to the Town within five (5) days of the Town's, or its designee's, request any and all information and documents pertaining to the materials collected, the disposal site, and tipping fees.

19. **Laws and Permits.** The Contractor, subcontractors, or any person acting on their behalf shall strictly comply with all Federal, State and local laws, including but not limited to the provisions of the Labor Laws of the State of New York applicable to the employment of labor in the performance of the contract. Prevailing wages shall be paid, if applicable. The Contractor shall procure and maintain, at its own expense, any licenses or permits necessary and shall pay any and all license fees or charges.

20. **Disputes.** In case of a dispute between the Town and the Contractor, work shall continue until the dispute is resolved, or in the event the dispute cannot be resolved, work shall continue until the matter is finally adjudicated by a court.

21. Non-Discrimination.

- a. In the hiring of employees for the performance of work under this contract or any subcontract hereunder, no Contractor, subcontractor, or any person acting on behalf of such Contractor or subcontractor, shall by reason of race, creed, color, age, gender or national origin discriminate against any person who is qualified and available to perform the work to which the employment relates.
- b. No Contractor, subcontractor, or any person acting on their behalf shall, in any manner, discriminate against any employee hired for the performance of work under this contract on account of race, creed, color, age, gender or national origin.
- c. The contract may be canceled or terminated by the Town Board upon sixty (60) days written notice and all monies due or to become due thereunder may be forfeited for a second or any subsequent violation of the terms or conditions of the non-discriminatory section of the contract.

22. Behavior of Employees. It is the intent of these specifications to provide a neat, courteous and obliging collection service. To this end, neither the Contractor, his agents or employees shall solicit, or be permitted to solicit, gratuities of any kind for or during the performance of any work in connection with the collection service; the Contractor and his agents and employees shall be polite and courteous at all times to all persons served and shall give them the benefit of the doubt in all disputes. If the containers are removed or destroyed by the Contractor's workers, the Contractor shall replace them at his expense with new containers equal to the originals. The Contractor shall, without liability on the part of the Town or its officers, be required to discharge or otherwise discipline any of his agents or employees shown to the satisfaction of the Town Board to have been of neglectful or careless in the conduct of collection service, or who unnecessarily damaged containers or other property of residents, or who was discourteous to any resident.

23. Indemnification. The Contractor agrees to defend (using attorneys subject to the Town's reasonable approval), indemnify and hold harmless the Town, its officers and employees, from any and all liability, claims, actions, judgments, injuries, damages, and costs, including but not limited to reasonable attorney's fees (all referred to hereafter as "liability"), which may result or arise from the performance of this contract. The Contractor agrees and acknowledges that the Contractor is not an employee or agent of the Town and that the Town is not an owner, arranger, generator, transporter or storer of any of the materials collected, removed or disposed pursuant to this contract. The Contractor expressly indemnifies and holds harmless the Town, its officers and employees from any and all liability, which may result or arise from any violation, alleged or otherwise, of environmental laws. The Contractor shall take proper measures to guard against all liability.

Insurance. The Contractor shall obtain liability insurance from an insurance company authorized to do business in the State of New York. Said insurance shall include comprehensive general liability insurance in minimum amounts of \$1,000,000/\$2,000,000; automobile liability insurance covering all vehicles in minimum amounts of \$1,000,000/\$2,000,000; property damage insurance in minimum amounts of \$1,000,000/\$2,000,000; and statutory workers compensation insurance. The Town shall be named as an additional insured on said policy or policies. The Contractor shall provide to the Town an insurance endorsement and certificate of insurance demonstrating that the Town is named as an additional insured and containing a provision that the Town shall receive written notice of any modification, suspension or cancellation of insurance coverage at least thirty (30) days prior thereto and further providing that without such notice, such modification, suspension or cancellation shall be ineffective. The Town may require the Contractor to produce evidence at the time of the filing of the certificate of insurance that the premium or premiums on said policy have been paid. If a policy is to be canceled for nonpayment of premium, the Town shall have the right, but not the duty or obligation, to pay said premium and deduct the same from the next payment(s) due to the Contractor under the contract.

The Contractor shall procure and furnish, and at all times keep in force, a New York State statutory policy of Worker's Compensation Insurance and a disability benefits policy.

24. Non-Transferability of Contracts. Pursuant to Section 109 of the General Municipal Law:

a. A bidder and/or Contractor, to whom the contract is let, granted, or awarded, is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of same, or of his right, title and interest therein, or his power to execute such contract, to any other person or corporation without previous consent in writing by the Town Board.

b. If any bidder and/or Contractor, to whom the contract is let, granted or awarded shall, without the previous consent in writing from the Town Board assign, transfer, convey, sublet or otherwise dispose of the contract or his right, title or interest therein, or his power to exercise such contract to any other person or corporation, the Town Board shall revoke and annul such contract and the Town Board shall be relieved of any and all liability and obligations arising from the contract to such Contractor, and to the person or corporation to which such contract has been assigned, transferred, conveyed, sublet or otherwise disposed, and any such bidder and/or Contractor, his assigned transferees or sublessees shall forfeit and lose all monies theretofore earned under such contract, except so much as may be required to pay employees. The Town may re-award the Contract with all expenses to be underwritten by the Contractor.

25. **Default.** In the event of the failure of the Contractor to carry out the terms of the contract, the Town Board reserves the right to withhold any compensation that might then be due or become due until such time as the Contractor fulfills its contractual obligation. If the Town Board determines that the Contractor is in default, and the Contractor has not cured said default within forty-eight (48) hours after written notices to the Contractor and the issuer of the performance bond by certified mail, fax, overnight service or personally, the Town Board may contract or otherwise provide for the collection and disposal service. The cost thereof, together with any other expenses or damages to the Town, shall be paid by the Contractor. Said amount or any portion thereof may be deducted from any outstanding balances owed the Contractor by the Town Board, draw(s) on the performance bond and/or any other relief available to the Town.

26. **Damages, Remedies and Liquidated Damages.** Notwithstanding any term or condition of the performance bond,

a. In the event of the repeated neglect or failure of the Contractor to remove garbage from any of the residences on the day when collections should be made and where the garbage has been properly placed for removal prior to the Contractor passing the residence; or any violation of these specifications or other contract term, the Contractor shall pay to the Town as liquidated damages the sum of One Hundred (\$100.00) Dollars for each such failure or violation if the Town Board shall so elect. It shall be deemed to be a violation of the contract if the Contractor shall permit or suffer any of his drivers or other employees to collect or remove garbage in any way other than as provided herein, or as provided by any rules hereafter adopted by the Town Board; or (ii) to deposit any materials upon property within the Town.

b. In addition to and not in lieu of other available remedies, after notice to the Contractor and upon declaration of the Contractor's default by the Town, the Town may terminate or suspend the contract, or perform any part of the work at the expense of the Contractor, as determined by the Town Board to be in the Town's best interest. Upon notice, the Town may contract with another contractor to properly perform the work, at the expense of the Contractor. In addition to the aforesaid, the Contractor shall remain liable for any and all costs incurred by the Town in having the work performed that was the responsibility of the Contractor and the costs, including reasonable attorney's fees, shall be recoverable from the Contractor.

c. Any determination made by the Town Board pursuant to paragraphs (a) or (b) of this section may be appealed by the Contractor to the Town Board within fifteen (15) days of the mailing of the determination to the Contractor. In addition, prior to any action by the Town Board pursuant to paragraph (b) of this Section, the Contractor shall have the opportunity for a hearing before the Town Board.

d. It is understood and agreed that any required payment of damages shall not be deemed a waiver of the Town's right to terminate the contract.

e. The Contractor further agrees that in the event of any default in the performance of the work required hereunder to reimburse the Town all costs, expenses and damages the Town may incur in completing the work in accordance with the contract.

f. It is further understood and agreed that if the Contractor is declared by the Town Board to have defaulted in the performance of the contract, the Contractor shall pay the Town, in addition to the other costs, One Thousand (\$1,000) Dollars per collection day for each day the Contractor is in default, as liquidated damages.

It is further understood and agreed that should the Contractor be declared insolvent or bankrupt at any time during the performance of the contract, either by virtue of State or Federal laws, then such adjudication shall in no way terminate the liability of the Contractor under this contract, except as required by law, nor terminate the liability of the financial institution or insurance company securing the performance bond, which security and bond shall remain in full force and effect. Any adjudication of insolvency or bankruptcy may be declared by the Town as a default by the Contractor.

AGREEMENT PUBLIC WORK

THIS AGREEMENT by and between the Town of Blooming Grove (on behalf of Blooming Grove Garbage District No. 2), a municipal corporation of the State of New York, having its principal offices at 6 Horton Road, Blooming Grove, New York 10914, hereinafter called the "Municipality"; and the "Contractor", as set forth in the attached "Bid Proposal" accepted by the Municipality.

WHEREAS, the Contractor has submitted his proposal in accordance with the documents and/or specifications annexed hereto; and

WHEREAS, the Municipality has awarded the contract to the Contractor in accordance with the General Municipal Law.

NOW, THEREFORE, in consideration for the mutual covenants herein contained the Municipality and the Contractor hereby contract upon the following terms and conditions:

I. THE CONTRACT

It is understood that all the bid documents and/or specifications attached constitute a part of this agreement; that those documents are incorporated into this agreement as if set out at length at this point and that the award of the contract on the basis of the proposal constitutes a contract; the execution of this agreement being a mere formality.

II. RESPONSIBILITY FOR WORK

The Contractor covenants and agrees that his own proper cost, charge and expense to furnish all machinery, appliances, tools, labor and material necessary or proper to do all the work necessary to construct all the works, equipment, and fixtures appurtenant thereto, as set forth in the Contractor's proposal as accepted by the Municipality.

III. PAYMENT

The Municipality, in consideration of the Contractor faithfully complying with all the terms and conditions herein set forth, agrees to pay the Contractor at the price as set forth in his proposal as accepted by the Municipality, upon the terms and conditions for periodic and/or monthly payments on estimates as may be set forth in the specifications and as authorized by law. Payment requests (claims) shall be on properly completed voucher forms provided by the Municipality.

IV. INTEREST IN CONTRACT

The Contractor agrees that the only person or persons interested as principal or principals in the proposal submitted by the Contractor for this contract are named therein and that no person other than those mentioned therein, except regular agents of Contractor, has any interest

in the said proposal or in the securing of the award, and that this contract has been secured without any connection with any person or persons other than those named, and that the proposal is in all respects fair, and was prepared, and the contract was secured, without collusion or fraud, and that no officer or employee of the Municipality has or shall have a financial interest in the performance of the contract or in the work or business to which it relates, or in any portion of the proceeds thereof.

V. COMPLIANCE WITH LAW

The Contractor agrees to comply with all applicable laws, rules and regulations; the cost of such compliance and the fees for any licenses, certifications and/or permits required by law will be at the expense of the Contractor.

VI. LABOR LAW

The Contractor agrees to comply with all applicable provisions of the Labor Law. Particular attention is drawn to the anti-discrimination provisions. Applicable wage determinations, as may be revised from time to time, shall be deemed inserted as if set forth at length at this point. The Contractor will provide a payment bond, if applicable for the work.

VII. REQUIRED PROVISIONS

All provisions required by law to be inserted into this contract are hereby deemed inserted as if expressly set forth at this point.

VIII. ASSIGNMENT

This contract shall bind the parties hereto, and their heirs, executors, administrators, successors and assigns respectively, and may not be assigned by the Contractor without written consent of the Municipality.

IX. SUBCONTRACTORS

The Municipality reserves the right to approve all subcontractors. The Contractor will notify the Municipality of the name and address of such subcontractor he intends employing, the portion of the work which the subcontractor is to do or the material which he is to furnish, his place of business and such other information as the Municipality may require in order to know whether such subcontractor is reputable and reliable and able to perform the work as called for in the specifications. The Contractor shall not be released from any of his liabilities or obligations under this contract should any subcontractor fail to perform in a satisfactory manner the work undertaken by him.

X. TIME FOR PERFORMANCE

The Contractor shall proceed diligently toward the prompt completion of the work. The Contractor shall have no claim against the Municipality for damages for delay unless the

Municipality is found to have caused such damage while acting in bad faith and with deliberate intent. The Municipality agrees that the time for performance may, upon written application, be extended for such period of time the governing board of the Municipality deems reasonable upon the circumstances.

XI. REMEDIES

In addition to such remedies the Municipality may have in law or equity upon the Contractor's breach of this agreement, the Municipality may terminate or suspend the agreement, or perform any part of the work at the expense of the Contractor as is determined to be in the best interest of the Municipality.

XII. NOTICE OF CLAIM

Service of a verified claim on the Municipal Clerk within ninety (90) days of accrual of a claim against the Municipality or completion of the work or portion thereof, whichever is earlier, and the expiration of forty (40) days thereafter shall be a condition precedent to the commencement by the Contractor of any action or proceeding with respect to this agreement. Such written verified claim shall be on official voucher forms and shall specify in detail all items of work performed and/or materials supplied, together with supporting documentation in such sufficiency as to permit the Municipality to audit and pay the claim if the same determined to be valid. A claim accrues at the time the Contractor first realizes that it may be entitled to payment for additional work or materials not specified under the agreement. In no event shall an action be commenced by the Contractor subsequent to the tender of payment on the _____ Contractor's final voucher under this agreement.

Dated: 11/3/17

TOWN OF BLOOMING GROVE

By: _____
ROBERT FROMAGET, SUPERVISOR

By: [Signature]
CONTRACTOR
Division Vice President

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other bidder or to any other competitor; and
3. No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition; and
4. The person signing this bid or proposal, under the penalties or perjury, affirms the truth thereof.

Dated: _____

(Signature of Bidder, if Individual)

(Name of Corporation)

By: _____
(Signature and Title of Officer)

(CORPORATE SEAL)

IMPORTANT: THIS FORM MUST BE FILLED IN BY BIDDER

See Attached

**WRITTEN CONSENT OF
THE SOLE MEMBER AND SOLE MANAGER OF THE BOARD OF MANAGERS OF
COUNTY WASTE – ULSTER, LLC**

The undersigned, being the sole member and the sole manager of the Board of Managers of County Waste – Ulster, LLC, a New York limited liability company (the “Company”), consent to the following actions and adopt the following resolutions:

BE IT RESOLVED that Steve LaFollette, Division Vice President of the Company, be, and he hereby is, authorized to sign and submit the Company’s proposals, and execute by on behalf of the Company any and all agreements, instruments, documents or papers, as he may deem reasonably appropriate or necessary pertaining to the proposal for Garbage and Refuse Collection for the Town of Blooming Grove, and that any such action taken to date involving the above proposal is hereby ratified and approved.

IN WITNESS WHEREOF, the undersigned sole member of the Company and sole manager of the Board of Managers of the Company have duly executed this Written Consent in The Woodlands on the date set forth.

Dated: October 31, 2017

SOLE MEMBER:

COUNTY WASTE AND RECYCLING SERVICE, INC.,
a New York corporation

By: 

Name: Ronald J. Mittelstaedt

Its: Chief Executive Officer

**SOLE MANAGER OF THE BOARD OF
MANAGERS:**


Ronald J. Mittelstaedt, Manager

CONTRACTOR'S AFFIDAVIT
FOR
RELEASE OF RETAINAGE
AND/OR
FINAL PAYMENT

Town of Blooming Grove Contractor County Waste - Ulster, LLC
Municipality
Project Garbage & Refuse Collection Address 1927 Route 9
Clifton Park, NY 12065
N/A Phone # 518-877-2346
Contract #

STATE OF New York)
COUNTY OF Saratoga)
:SS.:

Stere Lafollette, being duly sworn, deposes and says:

1. He is the Division Vice President (TITLE) of the Contractor on the above referenced project and makes this affidavit in the regular course of business with full authorization.

2. There are no claims, liens, or judgments against the Contractor except as set forth herein:

No Exceptions

(Insert "NO EXCEPTIONS," if applicable. Attach list, if necessary.)

3. All provisions of the Labor Law of the State of New York have been fully complied with except as set forth herein:

No Exceptions

(Insert "NO EXCEPTIONS," if applicable. Attach list, if necessary.)

4. The Municipality, upon the release of retainage requested herewith, is released of any and all claims by the Contractor with respect to the project to the date hereof.

5. This certification is made to induce the Municipality to release final payment and/or retainage held pursuant to the contract in accordance with General Municipal Law §106-b.

[Signature]
SIGNATURE

AFFIX SEAL, IF CORPORATION:

Subscribed and sworn to before me
on the 3rd day of November, 2017

[Signature]
NOTARY PUBLIC - STATE OF New York

Danielle Pingelski
Notary Public State of New York
Saratoga County
LIC. # 01MO6242513
Comm. EXP. 12/12/2019

BID PROPOSAL

County Waste - Ulster, LLC (Bidder), a (corporation), partnership, sole proprietorship) organized under the laws of the State of New York, having examined the documents and specifications in compliance with the Town of Blooming Grove invitation for bid on - garbage and refuse collection - hereby proposes to furnish the services specified at the prices set forth. Each price must be set forth as the price per dwelling unit per month. Bidders must submit prices for all years and for all Alternatives.

Alternative 1

Once weekly collection from all single-family and two-family residences in the Town. In the event of a change in landfill tipping fees, the contract amount will be adjusted accordingly. The area of the Mountain Lodge Garbage District is excluded from this contract. This Alternative shall include once weekly recyclables collection on the same day as the regular garbage collection and shall also include bulk items collection. Bulk items shall be collected from April 1 through December 31 of each contract year. Each dwelling unit shall be permitted to place one bulk item for collection per week and the Contractor shall collect each such bulk item on the same day as the regular garbage collection.

Year 1:	<u>Fifteen dollars and Five cents</u>	<u>15.05</u>
	(words)	(figures)
Year 2:	<u>Fifteen dollars and Thirty Five cents</u>	<u>15.35</u>
	(words)	(figures)
Year 3:	<u>Fifteen dollars and sixty six cents</u>	<u>15.66</u>
	(words)	(figures)
Year 4:	<u>Fifteen dollars and ninety seven cents</u>	<u>15.97</u>
	(words)	(figures)
Year 5:	<u>Sixteen dollars and twenty nine cents</u>	<u>16.29</u>
	(words)	(figures)

Alternative 2

Once weekly collection from all single-family and two-family residences in the Town. In the event of a change in landfill tipping fees, the contract amount will not be adjusted. The area of the Mountain Lodge Garbage District is excluded from this contract. This Alternative shall include once weekly recyclables collection on the same day as the regular garbage collection and shall also include bulk items collection. Bulk items shall be collected from April 1 through December 31 of each contract year. Each dwelling unit shall be permitted to place one bulk item for collection per week and the Contractor shall collect each such bulk item on the same day as the regular garbage collection.

Year 1:	<u>Fifteen dollars and Ninety Nine cents</u>	<u>15.99</u>
	(words)	(figures)
Year 2:	<u>Sixteen dollars and Thirty Two cents</u>	<u>16.32</u>
	(words)	(figures)
Year 3:	<u>Sixteen dollars and sixty five cents</u>	<u>16.65</u>
	(words)	(figures)
Year 4:	<u>Sixteen dollars and ninety eight cents</u>	<u>16.98</u>
	(words)	(figures)
Year 5:	<u>Seventeen dollars and thirty Two cents</u>	<u>17.32</u>
	(words)	(figures)

Alternative 3

Once weekly collection from all single-family and two-family residences in the Town. In the event of a change in landfill tipping fees, the contract amount will be adjusted accordingly. The area of the Mountain Lodge Garbage District is excluded from this contract. This Alternative shall include once weekly recyclables collection on the same day as the regular garbage collection and shall also include bulk items collection two (2) times during the contract year (spring/fall, date to be determined by Town).

Year 1:	Fifteen dollars and Five cents	15.05
	(words)	(figures)
Year 2:	Fifteen dollars and thirty Five cents	15.35
	(words)	(figures)
Year 3:	Fifteen dollars and sixty six cents	15.66
	(words)	(figures)
Year 4:	Fifteen dollars and ninety seven cents	15.97
	(words)	(figures)
Year 5:	Sixteen dollars and twenty nine cents	16.29
	(words)	(figures)

Alternative 4

Once weekly collection from all single-family and two-family residences in the Town. In the event of a change in landfill tipping fees, the contract amount will not be adjusted accordingly. The area of the Mountain Lodge Garbage District is excluded from this contract. This Alternative shall include once weekly recyclables collection on the same day as the regular garbage collection and shall also include bulk items collection two (2) times during the contract year (spring/fall, date to be determined by Town).

Year 1:	<u>fifteen dollars and ninety nine cents</u>	<u>15.99</u>
	(words)	(figures)
Year 2:	<u>sixteen dollars and thirty two cents</u>	<u>16.32</u>
	(words)	(figures)
Year 3:	<u>sixteen dollars and sixty five cents</u>	<u>16.65</u>
	(words)	(figures)
Year 4:	<u>sixteen dollars and ninety eight cents</u>	<u>16.98</u>
	(words)	(figures)
Year 5:	<u>seventeen dollars and thirty two cents</u>	<u>17.32</u>
	(words)	(figures)

The contract may be awarded by the Town based upon the total bid or portion thereof as determined to be in the best interests of the Town. The bid will remain open 45 days. Acceptance of this bid by the Town constitutes a contract. Bidder agrees that this bid is made in accordance with the Town specifications and documents.

Bidder acknowledges receipt of the following addenda:

Respectfully submitted,
Bidder: County Waste-Reducer, LLC
By: [Signature]

Accepted by resolution dated: _____

CORPORATE
SEAL

Darlena E. Decker, Town Clerk

**Invitation To Bid
for
Garbage, Refuse, and Recyclable Collection**

**Prepared for the Town of Blooming Grove
6 Horton Road
Blooming Grove, New York 10914**



**County Waste – Ulster, LLC.
1927 Route 9, P.O. Box 790
(518) 877-7007 – Direct (518) 877-7337 – Fax**

November 3, 2017

Town of Blooming Grove
6 Horton Road
Blooming Grove, New York 10914
Attn: Darlena E. Decker
Town Clerk

RE: Garbage, Refuse, and Recyclable Collections

Dear Ms. Decker:

County Waste—Ulster, LLC is pleased to propose the following response and pricing to the Town of Blooming Grove.

Inclusive in our current bid, County Waste will provide (2) 95 gallon wheeled carts to each of the residential and multi family dwellings included in this bid throughout the duration of the contract. One cart will be for trash and the other will be for recycling.

In response to #2 on page 10 of your proposal all residents requesting additional carts will need to contact County Waste at 518-877-2350 or 518-877-2368. The residents will be charged directly at a rate of \$11.00 per set (95 gallon trash & 95 gallon recycling).

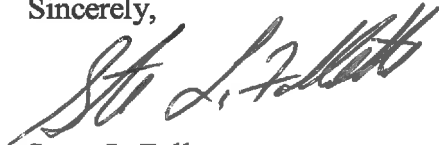
Also, in response to #3 on page 10, County Waste will be prepared at all times to report to the Town Board the disposal tonnage for all homes associated with this contract as it is requested.

County Waste will also provide the Town with (2) 30 yard roll off containers per year, to be hauled 1x each at no charge. The roll off container will sit at the location specified no more than 5 days. Location to be placed at the Boards discretion. Valued at \$1,600.

Erik Deegan who will be handling the trash pick up has been with the company for eight years and Frank Puzillo who will handle the recycling for five years. Both of our drivers are accident free in their tenure working in the Blooming Grove community. County Waste places a high value of safety for our employees and the community.

I am the authorized person able to make representations on behalf of the company and to bind the company.

Sincerely,



Steve LaFollette
Division Vice President

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County Waste-Ulster, LLC. (County Waste) is pleased to submit an ITB for Garbage Collection for the Town of Blooming Grove.

Name of Corporation: County Waste-Ulster, LLC.

Address: 1927 Route 9, P.O. Box 790

Phone Number: (518) 877-2353 – Steve LaFollette, Division Vice President
(518) 470-4928 – Chris Harrison, District Manager
(518) 877-2346 – Nicole Dougall, Contract Assistant
(845) 457-4885 – Drew Arlotta, Dispatcher
(518) 877-2332 – Rohannah Abzal, Customer Service Manager

Website: www.county-waste.com

Date of Incorporation: July, 1990

Authorized Principals: Steve LaFollette, Division Vice President

Company History

In April, 2011 County Waste was acquired by Waste Connections, Inc. (WCI) based in Houston, Texas. Waste Connections is the 3rd largest solid waste and recycling company in the US serving over 2 million residential, commercial and industrial customers in 31 states. With this change comes added financial and professional support for County Waste. However, Waste Connections has been, since its inception in 1997, a very decentralized company dedicated to operating each location as independently managed facilities. The company was founded on this decentralized philosophy which differentiates us from other National solid waste companies.

Organizations and community partnerships work when the company providing the service is staffed with individuals possessing strong management and technical skills, who are driven by the desire to deliver quality service to the community and the contracting agency. We are proud of the team we have.

The County Waste and Waste Connections corporate philosophy is based on the belief that the solid waste and recycling service business is a local business managed by professionals living and working in the communities we serve. WCI strives to provide service excellence for those communities that place their trust in our company and are always dedicated to putting our customers first. We look to technology and growth to help our customers, employees and shareholders "Connect with the Future". As a public company we have the resources to meet every customer's needs in a cost effective and environmentally compatible manner. We understand the markets, the philosophy and the unique needs of the customers we serve whether they be industry, commercial accounts, municipal jurisdictions or residential subscribers.

Waste Connections is traded on the NYSE exchange under the symbol WCN. The company's strategic objective is to build a leading solid waste services company in secondary markets focusing on customer service excellence and the utilization of improved technology to enhance efficiency within the markets we serve.

Both corporate wide and in our local markets, we are committed to improving the environment for the future of the communities we live in and serve. We believe that our services play an integral part of improving the environment and are always mindful of having the most cost-effective waste management solutions for our customers. In addition, we are committed to the safety of our workers and have programs in place to continually upgrade our risk management and environmental policies.

Our ability to effectively and ethically operate has been driven by our emphasis on integrity since the inception of the Company. Integrity is imperative throughout the organization, not only in the financial and accounting arena but also in compliance with laws governing our employees, anti-trust and competitive practices. It also applies to our environmental track record as we work with regulators in a large number of states. We are committed to this value and continuously strive to have the systems in place to ensure the preservation of integrity.

Revenues in 2017 increased to \$5 billion from \$1.93 billion in 2013, as a result of organic growth in solid waste, plus increased E&P waste activity. Solid waste revenues increased 5.4%, primarily due to internal growth. Solid waste internal growth increased to 4.3% in 2014, from 3.1% in 2013. Pricing growth was 0.1 percentage points lower than in 2013, due to higher core prices offset by lower fuel, materials and environmental surcharges. Increases in landfill and hauling volumes contributed to total volume growth increasing to 2.1% in 2014 from 0.7% in 2013.

County Waste is the largest waste collection and recycling company in the Capital region, with operations in New York from Orange County north to Ticonderoga and East and West of the Hudson Valley. County Waste serves a greater number of residential and commercial customers located within the Albany Planning Unit (Albany, Rensselaer, Schenectady, and Saratoga Counties) than any other waste hauler.

Our company's customer base includes approximately 11,000 commercial and industrial customers and more than 180,000 residential customers. In addition to waste collection services, County Waste also operates two landfills, four transfer stations and two recycling facilities with three hundred and ninety full time employees.

County Waste serves the following counties in New York: Albany, Northern Columbia, Fulton, Montgomery, Rensselaer, Schenectady, Schoharie, Saratoga, Orange County, Ulster County, Greene County, Columbia County, Warren County, Washington County, Fulton County and Northern Saratoga County.

Our largest recycle facility, Sierra Processing has operated in the area for over a decade. Additionally, we began operations of our new state-of the art single stream recycling facility near the Port of Albany in mid-October, 2010. The facility is the largest and most advanced processing plant of its kind in the Northeast USA. In December of 2012 the plant was expanded to double the capacity and to process commercial source separated material as well as commingled commercial recyclable material.

Waste Connections, Inc is a publicly traded corporation traded on the New York Stock Exchange under the symbol "WCN". County Waste is a wholly owned subsidiaries of Waste Connections, Inc. Waste Connections Dun and Bradstreet number is 799869474.

Steve LaFollette currently serves as the Division Vice President responsible for Waste Connection's operations in New York, Vermont and Massachusetts. He has worked in the solid waste and recycling industry for 10 years in both operations and finance. In November of 2014, Steve relocated to the Clifton Park area to become the Division Vice President of County Waste & Recycling Service where he is responsible for four transfer stations, two recycling centers and two landfills. From 2008 to 2014 Steve served as the Division Vice President over the East Tennessee Division. Prior to that he was located at Bowling Green, Kentucky where he served as District Manager, with responsibility of the majority of the company's collection and transfer assets. Steve holds a B.S. in Business Management from Eastern Kentucky University.

Chris Harrison currently serves as the District General Manager for County Waste/Waste Connections Montgomery NY. He has been in the solid waste industry for 11 years. Prior to Waste Connections Chris worked for Troy Transfer & Dan's Hauling overseeing their local Transfer Station & hauling operations. In 2011 Chris came onto the Waste Connections team continuing to oversee the Troy Transfer. In 2014 moved to Clifton Park New York where he oversees our residential department. Most recently Chris was the DM for Ace Carting located in Fort Ann NY where he was responsible for the Waste Connections hauling and transfer station operations in both Vermont and New York.

County Waste-Ulster, LLC is proud of the municipalities and schools that we serve and offer the following list of references for your evaluation:

Town of Woodbury

511 Route 32
Highland Mills, NY 10930
David Sutz
Town Supervisor
(845) 928-6829

Village of Maybrook

111 Schipps Lane
Maybrook, New York 12543
Valentina Johnson
Village Clerk
(845) 427-2717

Town of Wallkill

99 Tower Drive, Bldg. A
Middletown, NY 10941
Louis J. Ingrassia, Jr
Commissioner of Public Works
(845) 326-1435

SUNY New Paltz

1 Hawk Drive
New Paltz, NY 12561
Yolanda Howell - Director of Procurement
845-257-3197

Ulster County BOCES

175 Route 32N
New Paltz, New York 12561
Linda Brooks – Purchasing
845-255-1400

Question #9

- a. Inclusive in our current bid, County Waste will provide (2) 95 gallon wheeled carts to each of the residential and two family dwelling included in this bid throughout the duration of the contract. One cart will be for trash and the other will be for recycling. The homeowner will be responsible for the cost of any additional container requested after that.
- b. County Waste-Ulster, LLC plans to use two full body trucks, one to service the trash and one to service the recycling. Our trucks will be out there servicing this contract five days a week. The trash and recycling routes will be run by Mack trucks, which will be 25 yard, side load. The Bulk items will be serviced using a Mack 25 yard rear load truck. Our two drivers that are familiar with your routes have also been accident free for over five years. Erik Deegan who will be handling the trash pick up has been with the company for eight years and Frank Puzillo who will handle the recycling for five years.
- c. Please see attached.
- d. Steve LaFollette, Division Vice President (518) 877-2353
Chris Harrison, District Manager (518) 470-4928
Nicole Dougall, Contract Assistant (518) 877-2346
Drew Arlotta, Dispatch (845) 457-4885
Rohannah Abzal, Customer Service Manager (518) 877-2332
- e. Please see attached.
- f. Please see references attached in proposal.
- g. Upon request.

Here is the itemized estimate of the weights of tons:

a) Refuse, garbage and recyclable:

- Est. MSW: 363 tons/month or 4,356 tons/year at \$80/tons
- Est. Recycling: 132 tons/month or 1,560 tons/year at \$5/tons

b) Bulk items collected in the Town:

- Est. 20 tons/month or 240 tons/year at \$80/tons

We currently have a verbal month-to-month agreement with Orange County Landfill with the current pricing of \$80/ton for MSW and C&D and \$5/ton for Recycling.

Waste Connections, Inc. | Investors

Financial Statements

Select the financial statements you wish to view below. The reports below may be viewed on either an annual or quarterly basis.



Income Statement | Balance Sheet | Cash Flow

Annual | Quarterly

All numbers in thousands USD

Period Ending	Dec 31, 2016	Dec 31, 2015	Dec 31, 2014	Dec 31, 2013
Total Revenue	3,375,863	2,117,287	2,079,166	1,928,795
Cost of Revenue	1,957,712	1,177,409	1,138,388	1,064,819
Gross Profit	1,418,151	939,878	940,778	863,976
Operating Expenses				
Research Development	--	--	--	--
Selling General and Administrative	474,263	237,484	229,474	212,637
Non Recurring	--	--	--	--
Others	491,590	763,926	262,035	256,619
Total Operating Expenses	965,853	1,001,410	491,509	469,256
Operating Income or Loss	452,298	(61,532)	449,269	394,720
Income from Continuing Operations				
Total Other Income/Expenses Net	1,776	(518)	1,067	(220)
Earnings Before Interest And Taxes	454,074	(62,050)	450,336	394,500
Interest Expense	92,709	64,236	64,674	73,579
Income Before Tax	361,365	(126,286)	385,662	320,921
Income Tax Expense	114,044	(31,592)	152,335	124,916
Minority Interest	7,362	6,584	5,556	5,125
Net Income From Continuing Ops	247,321	(94,694)	233,327	196,005
Non-recurring Events				
Discontinued Operations	--	--	--	--
Extraordinary Items	--	--	--	--
Effect Of Accounting Changes	--	--	--	--
Other Items	(781)	(1,070)	(802)	(350)
Net Income	246,540	(95,764)	232,525	195,655
Preferred Stock And Other Adjustments	--	--	--	--
Net Income Applicable To Common Shares	246,540	(95,764)	232,525	195,655

<http://wasteconnections.investorroom.com/financial-statements>



Louis J. Ingrassia, Jr.
Commissioner of Public Works

DEPARTMENT OF PUBLIC WORKS

July 1, 2014

To Whom It May Concern:

The Town of Wallkill has had the pleasure of working with County Waste for the past two years. County Waste was awarded the bid to perform our annual Town-wide Bulk Pick-up in 2013 and 2014 and we couldn't be more pleased with the results.

The entire County Waste team went above and beyond our expectations to deliver the best and most cost efficient bulk pick-up program the Town has ever seen. The Town published County Waste's phone number to help field the calls we get about bulk pick-up and their office staff was very professional and courteous to our residents, we received many compliments as a result.

Greg Hee and his team worked with such speed that they finished each week ahead of schedule saving the Town a significant amount of money both years. Each street was cleaned up so well that you couldn't tell that there had been piles of junk there. Our residents were very pleased with the results and were especially happy with the professionalism shown by every employee of County Waste.

County Waste stayed in contact with us every day letting us know which roads had been picked up and checking to see if there were any issues. We ran into a few residents putting their piles out late but that was no challenge for County Waste, they had the piles picked up as soon as they were notified of the resident's mistake.

We highly recommend County Waste to any Town performing bulk pick-up and hope that we have the opportunity to work with them again.

Sincerely,

Michele Baker

Michele Baker
Public Works Administrator

99 Tower Drive, Bldg. A | Middletown, NY 10941-2026

Town Hall: (845) 326-1435 | Fax: (845) 692-2546 | Email: louingrassia@townofwallkill.com | Website: www.townofwallkill.com



VILLAGE OF MAYBROOK

111 Schipps Lane, Maybrook, New York 12543 • Telephone: (845) 427-2717

July 3, 2014

To Whom It May Concern:

Please accept this letter of recommendation for County Waste, on behalf of the Village of Maybrook Board of Trustees and Village residents.

To date, this is our third year doing business with County Waste for the village's refuse company. County Waste introduced toters to the village for recycling and refuse needs. The toters have been an asset, allowing the village to have easier means of refuse pick-up and on a whole, keeps the village much cleaner.

The scheduled pick up dates and times are always prompt, efficient, and very professional. The support service with management and the office staff is very courteous and helpful. They immediately take care of any questions residents call in to the Village Hall and act on it.

Our experience with County Waste has been a very positive, rewarding one, the contract price is very reasonable and residents appreciate this, as well as their service.

I am very happy to advise that County Waste will definitely service any given community with professionalism and efficiency.

Please feel free to call me if I can be of any further assistance.

Very truly yours,

Mayor

Trustees
Kevin Greany
James R. Barnett
Robert Pritchard

Village Clerk
Valentina Johnson

*Meetings 2nd
and 4th Mondays*

Fax: (845) 427-2164

TDD: 1-800-662-1220 Dennis K. Leahy

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

County Waste - Ulster, LLC
1927 Route 9
Clifton Park, NY 12065

OWNER:

(Name, legal status and address)

Town of Blooming Grove
6 Horton Road - P.O.Box 358
Blooming Grove, NY 10914

SURETY:

(Name, legal status and principal place of business)

Argonaut Insurance Company
P.O. BOX 469011
San Antonio, TX 78246
Mailing Address for Notices
1411 Opus Place Suite 450
Downers Grove, IL 60515

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$ \$100,000

One Hundred Thousand Dollars and 00/100

PROJECT:

(Name, location or address, and Project number, if any)


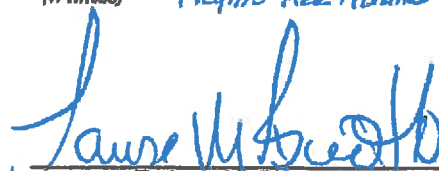
Garbage, Refuse and Recycling Collection

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 3rd day of November, 2017


(Witness) Phyllis Rea Adams

(Witness) Tariesse M. Pisciotto

County Waste - Ulster, LLC

(Principal)

(Seal)

By:

(Title) James M. Little, Sr. Vice President

Argonaut Insurance Company

(Surety)

(Seal)

By:

(Title) James Moore Attorney-in-Fact



Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606
United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint: **James Moore**

Surety Bond No.: Bid Bond
Principal: County Waste - Ulster, LLC
Obligee: Town of Blooming Grove

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$50,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 8th day of May, 2017.

Argonaut Insurance Company

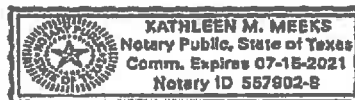


by: 
Joshua C. Betz, Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 8th day of May, 2017 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.





(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 3rd day of November, 2017.



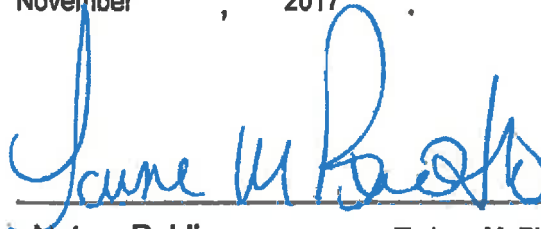

James Bluzard, Vice President-Surety

State of IL
County of DuPage

SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

I, Tariese M. Pisciotto Notary Public of DuPage County, in the State of IL,
do hereby certify that James Moore Attorney-in-Fact, of the Argonaut Insurance
Company who is personally known to me to be the same person whose
name is subscribed to the foregoing instrument, appeared before me this day in person, and
acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the
Argonaut Insurance Company for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Downers Grove in
said County, this 3rd day of November, 2017.



Notary Public

Tariese M. Pisciotto

My Commission expires: June 26, 2018

